

**THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION**

**CHILLY DIL CONSULTING INC., a
Florida corporation,**

Plaintiff,

V.

JETPAY ISO SERVICES, LLC, a Texas limited liability company; JETPAY, LLC, a Texas limited liability company; JETPAY CORPORATION, a Delaware corporation; and TRENT R. VOIGT, an individual,

Defendants.

CIVIL ACTION NO. 3:14-cv-02749-P

PLAINTIFF'S REPORT REGARDING SETTLEMENT

TO THE HONORABLE UNITED STATES DISTRICT JUDGE:

COME NOW, Plaintiff Chilly Dil Consulting, Inc., and, in accordance with the Court's Scheduling Order, files this Report Regarding Settlement and respectfully show the Court as follows:

Counsel for the parties have engaged in good-faith efforts to discuss the claims and potential for settlement. To date, Plaintiff has made a written demand to the Defendant JetPay ISO Services, LLC, JetPay, LLC, JetPay Corporation, and Trent R. Voigt (“Defendants”). Defendants have also requested that the parties enter into a mediation in order to continue the settlement discussions.

Plaintiff has recently filed a Motion for Leave to Amend, by which Plaintiff seeks to file a Second Amended Complaint in this action naming new defendants (the “New Defendants”) and which includes new claims of fraud, breach of contract and tortious interference. Further,

Plaintiff has filed a motion to compel compliance with a subpoena issued to one of the New Defendants and has sought a finding of contempt.

In order to meaningfully participate in a mediation, Plaintiff (1) *prefers* to have clarity as to the identity of the defendants to this action; and (2) *requires* the production of documents requested by its subpoena to one of the New Defendants, which is presently subject of the motion to compel. These documents are critical to Plaintiff's ability to calculate its damages as they reflect the entirety of the processing relationship between Defendants and the prospective New Defendants. Critically, even if the Motion for Leave to Amend is denied, the documents are still probative of damages as they would indicate the amounts paid by one of the New Defendants to the Defendants and which had to be shared with Plaintiff per the agreements between Plaintiff and Defendants.

For these reasons, Plaintiff's preference is that the mediation be held after ruling on both the Motion for Leave to Amend and the Motion to Compel.

Respectfully submitted,

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CERTIFICATE OF SERVICE

I hereby certify that on the 22nd day of June, 2016, a true and correct copy of the foregoing document was electronically filed in accordance with the ECF guidelines for the United States District Court, Northern District of Texas. The ECF system sent a “Notice of Electronic Filing” and served a copy of the foregoing document on all counsel of record.

/s/ Eugene Rome

EUGENE ROME